

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2020- -C

Application of)
)
Communications Venture Corporation)
d/b/a INdigital for a Certificate of Public)
Convenience and Necessity to Provide)
Local Exchange and Interexchange)
Telecommunications Services and for)
Alternative and Flexible Regulation)

APPLICATION

Communications Venture Corporation d/b/a INdigital (“INdigital” or “Applicant”) pursuant to South Carolina Code Ann. §56-9-280(B), as amended by Act No. 354, and Section 253 of the Telecommunications Act of 1996, respectfully applies for a Certificate of Public Convenience and Necessity to provide resold and facilities-based local exchange (including exchange access) and interexchange telecommunications services throughout the State of South Carolina (“Application”). Pursuant to S.C. Code Ann. § 58-9-585 and the general regulatory authority of the Commission, Applicant also requests that the Commission regulate its interexchange service offerings as described below in accordance with the principles and procedures established for alternative regulation in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C. Applicant also requests flexible regulation for its local exchange telecommunications services in accordance with procedures authorized in Order No. 98-165 in Docket No. 97-467-C.

In addition, INdigital requests waiver of certain regulatory requirements as discussed in Section VI of this Application, and also requests confidential treatment of Exhibit B.

In support of its Application, INdigital states as follows:

I. Introduction

1. The name and address of the Applicant are:

Communications Venture Corporation d/b/a INdigital
1616 Directors Row
Fort Wayne, IN 46808

2. Correspondence, notices, inquiries, and other communications regarding this application should be sent to:

Lance J.M. Steinhart
Lance J.M. Steinhart, P.C.
1725 Windward Concourse
Suite 150

Alpharetta, Georgia 30005

Telephone: 770/232-9200

Facsimile: 770/232-9208

E-Mail: info@telecomcounsel.com

Local Counsel:

Scott Elliott, Esq.

Elliott & Elliott, P.A.

1508 Lady Street

Columbia, SC 29201

Telephone: 803/771-0555

Facsimile: 803/771-8010

E-Mail: selliott@elliottlaw.us

Following the grant of its Application, the Commission should direct all correspondence to Applicant's Regulatory contacts:

Deborah Prather, Regulatory Director
INdigital

1616 Directors Row

Fort Wayne, IN 46808

Telephone: 260/469-2143

E-Mail: dprather@indigital.net

Cassandra Cole, Regulatory Manager
INdigital

1616 Directors Row

Fort Wayne, IN 46808

Telephone: 740/262-0306

E-Mail: ccole@indigital.net

3. In support of this Application, the following exhibits are attached hereto:
- Exhibit A – Articles of Incorporation filed with the Secretary of State of Indiana and Certificate of Authority to Operate in South Carolina as a Foreign Corporation
 - Exhibit B – Financial Information (Confidential/Filed Under Seal)

- c. Exhibit C – Key Management Biographies
- d. Exhibit D – Proposed Tariff
- e. Exhibit E – List of States in which INdigital is currently certified

II. Description of Applicant

1. General Information

Applicant's legal name is Communications Venture Corporation D/B/A INdigital was incorporated in the State of Indiana on June 16, 1995. The Company's Articles of Incorporation together with its authorization to do business in South Carolina as filed with the Secretary of State of South Carolina are provided in **Exhibit A**. Applicant is currently certified to provide service in twenty-three (23) states, as listed in **Exhibit E**.

2. Customer Service

INdigital provides strong customer support service. Customers with billing or service inquiries may reach INdigital at its toll-free number, 1-877-469-2010. Customers may also contact INdigital at its headquarters at 1616 Directors Row, Fort Wayne, IN 46808. Customers also have the ability to submit an inquiry or issue a trouble ticket through INdigital's electronic trouble reporting system. In addition, the individual or the Commission may contact regarding customer inquiries is:

Deborah Prather – Regulatory Director
 INdigital
 1616 Directors Row
 Fort Wayne, IN 46808
 Telephone: (260) 469-2143
 Email: dprather@indigital.net

III. Technical, Managerial, and Financial Expertise

INDigital possesses the requisite technical, financial, and managerial capabilities to operate as a competitive telecommunications provider. These capabilities are explained in detail below.

1. Technical and Managerial Qualifications

Applicant possesses the managerial qualifications to provide its proposed telecommunications services in South Carolina. Applicant has also included biographies of key senior management team as **Exhibit C**. As you can see, just these individuals alone have over one hundred years of collective service in the telecommunications industry. Applicant has been providing telecommunications services since 1995 and provides telecommunications services in multiple states. Together, the senior management of Applicant and its highly-qualified technical staff will ensure that Applicant's operations will meet high standards for service quality and reliability.

2. Financial Qualifications

INDigital has sufficient financial resources to operate in South Carolina. INDigital submits as Confidential Exhibit B its most recent financial information. INDigital requests confidential treatment of this exhibit, pursuant to S.C. Code Ann. Reg. 103-804(S)(2), on the basis that it contains proprietary financial data that, if disclosed, could harm the company. Applicant does not plan to construct any facilities as it will utilize leased facilities to provide services.

IV. Description of Services Offered and Service Territory

Applicant seeks authority to provide facilities-based and resold local exchange, exchange access, and interexchange telecommunications services. Applicant will offer interexchange telecommunications statewide. Applicant does not plan to provide service in areas of any small or rural local exchange carriers. However, Applicant does seek authority to provide local

exchange services in all areas that are currently open, or become open in the future, to competition so that it may expand into other services as market conditions warrant.

Applicant will offer 9-1-1 selective routing, switching, aggregation and call transport. The Applicant intends to provide emergency routing, transport, and related functionalities to state and municipal governmental agencies to support public service answering point (PSAP) operations. Applicant will rely primarily on existing facilities obtained from other carriers and utilities, but will construct its own facilities, as necessary.

Applicant does not intend to offer voice services, but seeks authority to do so, should Applicant decide to expand its services as market conditions dictate. To the extent Applicant provides voice telephone services in the future, Applicant intends to use the existing local exchange boundaries and established local calling scope of the incumbent local exchange carriers in South Carolina. In the event Applicant provides retail residential local exchange services in South Carolina, Applicant will comply with the provisions of S.C. Code Ann. Regs. 103-607.

Applicant will perform network and equipment maintenance necessary to ensure compliance with any quality of service requirements. Applicant will comply with all applicable Commission rules, regulations and standards, and will provide safe, reliable, and high-quality telecommunications services in South Carolina. Applicant does not intend to provide retail residential local exchange services in South Carolina, and therefore the bond requirement set out in S.C. Code Ann. Regs. 103-607 does not apply to Applicant.

Applicant's proposed tariff, setting forth the terms, conditions, rates, charges, and regulations pursuant to which Applicant proposes to provide regulated telecommunications service is provided as **Exhibit D**.

V. Public Interest and Consideration

Granting of this Application is in the public interest as its entry into the South Carolina market for telecommunications services will further promote the public interest by increasing competition in the provision of telecommunications services in South Carolina. As demonstrated in this application, Applicant is financially, technically, and managerially well qualified to provide telecommunications services in South Carolina.

Grant of INdigital's Application is consistent with S.C. Code Ann. §58-9-280(B), as amended, by 1996 Act No. 354, and, in that regard, Applicant makes the following representations:

- a. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services described in this application;
- b. Applicant's services will meet the service standards required by the Commission;
- c. The provision of local services by Applicant will not adversely impact the availability of affordable local and interexchange exchange service;
- d. Applicant, to the extent it is required to do so by this Commission, will participate in the support of universally available telephone service at affordable rates; and,

The provision of local service by the Applicant will not adversely impact the Public interest.

VI. Waivers and Regulatory Compliance

INdigital requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service providers. Such rules are not appropriate for competitive providers and constitute an economic barrier to entry into the local exchange market.

1. Financial Record-Keeping System
 - a. INdigital respectfully requests that it be exempt from any financial record-keeping rules or regulations that might require a carrier to maintain its

financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation.

b. As a competitive provider, INdigital maintains its books of accounts in accordance with Generally Accepted Accounting Principles ("GAAP"). Since INdigital utilizes GAAP, the Commission will have a reliable method by which to evaluate INdigital's operations. Therefore, INdigital respectfully requests to be exempt from any and any and all USOA requirements of the Commission as any such requirement would be unduly costly and burdensome.

c. In addition, INdigital hereby requests a waiver of 26 S.C. Reg. 103-610, which requires records to be kept within the State of South Carolina, but rather, Applicant desires to keep its books and records at its principal place of business in Fort Wayne, Indiana. As such, maintaining a separate set of books and records in South Carolina for Applicant's South Carolina operations would be unduly costly and burdensome. Applicant states that all such books and records shall be provided, upon request, to the Commission Staff or the Office of Regulatory Staff in a timely manner.

2. Local Exchange Directories

Applicant respectfully requests a waiver of the requirement in Rule 103-631 to publish and distribute local exchange directories. INdigital will make arrangements with the incumbent LECs whereby the names of INdigital's customers will be included in the directories published by the incumbent LECs.

LEC directories will also be modified to include INdigital's customer service number. These directories will be distributed to INdigital's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both INdigital and the incumbent LEC since they need only refer to one directory for a universal listing of customer information. It would be an unnecessary burden on INdigital to require that it publish and distribute its own directory to all customers located within each exchange area, particularly since nearly all of these customers will be customers of the incumbent LECs. It is more efficient for INdigital to simply include its limited customer list in the existing directories of the incumbent LECs.

3. Maps

Applicant's local exchange calling areas will initially mirror the service areas of the incumbent local exchange carriers; therefore, Applicant hereby respectfully requests a waiver of the map-filing requirement pursuant to 26 S.C. Code & Ann. Regs. 103-612.2.3 and of 26 S.C. Code Ann. Regs. 103-631 requiring publication of directories.

4. Flexible Regulation of Local Services and Alternative Regulation of Interexchange Services

Applicant requests that its local service offerings be regulated in accordance with procedures outlined in Order No. 98-165 in Docket No. 97-467-C. Additionally, Applicant respectfully requests that all of its interexchange business service offerings be regulated pursuant to the procedures established for alternative regulation Commission Order Nos. 95-1734 and 96-55 in Docket No.

95-661-C, as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C.

5. Marketing Practices

Pursuant to the South Carolina Public Service Commission's Order No. 95-658 (issued March 20, 1995), Applicant makes the following affirmation relating to the Applicant's provision of services:

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Applicant does hereby assert and affirm that as a provider of intrastate telecommunications service, Applicant will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, Applicant will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Applicant understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

VII. Conclusion

This Application demonstrates that INdigital possesses the financial, technical, and managerial expertise and resources necessary to provide local exchange and interexchange telecommunication service in the State of South Carolina. Furthermore, this Application will promote the public interest by increasing telecommunications competition in South Carolina which ultimately incents other carriers to improve service quality and efficiencies.

Wherefore, INdigital respectfully petitions this Commission for authority to operate as a telecommunications service provider in the State of South Carolina in accordance with this Application; for flexible regulatory treatment of its local exchange services; for confidential treatment of Exhibit B; and for such other relief as it deems necessary and appropriate. INdigital reserves the right to seek any additional regulatory waivers which may be required for INdigital to compete effectively within the State of South Carolina.

Respectfully submitted,



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 Elliott & Elliott, P.A.
 1508 Lady Street
 Columbia, SC 29201
 (803) 771-0555 (Telephone)
 (803) 771-8010 (Facsimile)
 selliot@elliottlaw.us (E-Mail)

and

Lance J.M. Steinhart
 Lance J.M. Steinhart, PC
 1725 Windward Concourse, Suite 150
 Alpharetta, Georgia 30005
 (770) 232-9200 (Telephone)
 (770) 232-9208 (Facsimile)
 info@telecomcounsel.com (E-Mail)

Attorneys for Applicant

Columbia, SC
Dated January 6, 2020

VERIFICATION OF Applicant

I, Cassandra Cole, Regulatory Manager, to Communications Venture Corporation d/b/a INdigital, an Indiana Corporation, the Applicant for a Certificate of Public Convenience and Necessity from the Public Service Commission of the State of South Carolina, verify that based on information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.

Cassandra Cole

Cassandra Cole
Regulatory Manager
Communications Venture Corporation d/b/a INdigital

Sworn to me, the undersigned
Notary Public on this
11 day of December, 2019.

State of OHIO
County of MARION

Cindy Boswell
Notary Public



CINDY BOSWELL
NOTARY PUBLIC
STATE OF OHIO
My Commission Expires
9/30/2022

Exhibit A

Articles of Incorporation filed with the Secretary of State of Indiana and Certificate of Authority
to Operate in South Carolina as a Foreign Corporation

INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION
CORPORATIONS CERTIFIED COPIES

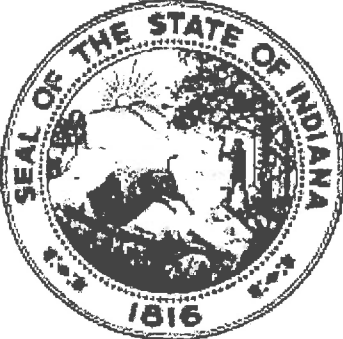
INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION
302 West Washington Street, Room E018
Indianapolis, IN 46204

<http://www.sos.in.gov>

September 09, 2011

Company Requested: COMMUNICATIONS VENTURE CORPORATION
Control Number: 1995060812

Date	Transaction	# Pages
12/29/2008	Restatement of Articles of Incorporation	7
08/08/2011	Articles of Amendment	3

	<p>State of Indiana Office of the Secretary of State</p> <p>I hereby certify that this is a true and complete copy of this 10 page document filed in this office.</p> <p>Dated: September 09, 2011 Certification Number: 2011090930326</p>
<p><i>Charles P. White</i></p> <p>Secretary of State</p>	

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RESTATEMENT OF ARTICLES OF INCORPORATION

State Form 42162 (R4 / 1-03)

Approved by State Board of Accounts, 1995

Indiana Secretary of State

Packet: 1995060812

Filing Date: 12/29/2008

Effective Date: 12/29/2008

RECEIVED
IND. SECRETARY OF STATE

DEC 29 2008

TODD ROKITA
SECRETARY OF STATE
INCORPORATIONS DIVISION
302 W. Washington St., Rm. E918
Indianapolis, IN 46204
Telephone: (317) 232-6574

Indiana Code 23-1-38-7

FLING FEE IS \$30.00

INSTRUCTIONS: Use 6 1/2" x 11" white paper for attachments.
Present original and one copy to address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

RESTATEMENT OF ARTICLES OF INCORPORATION OF COMMUNICATIONS VENTURE CORPORATION				
(Name of Corporation)				
The above corporation (hereinafter referred to as the "Corporation") existing pursuant to the Indiana Business Corporation Law, desiring to give notice of corporate action effectuating the restatement of its Articles of Incorporation, sets forth the following:				
ARTICLE I - RESTATEMENT				
SECTION I: The date of Incorporation of the Corporation:				
June 16, 1995				
SECTION II: The name of the Corporation following this restatement:				
Communications Venture Corporation				
SECTION III: The exact text of the Restatement of Articles of Incorporation is attached as "Exhibit A".				
ARTICLE II - MANNER OF ADOPTION AND VOTE (Strike inapplicable section)				
SECTION I: The restatement does not contain an amendment requiring shareholder approval and the board of directors adopted the restatement.				
<input type="checkbox"/>				
SECTION II: The restatement contains an amendment requiring shareholder approval and the vote is set forth below:				
<input checked="" type="checkbox"/> VOTE OF SHAREHOLDERS				
The designation (i.e. common, preferred and any classification where different classes of stock exist), number of outstanding shares, number of votes entitled to vote separately on the amendment and the number of votes of each voting group represented at the meeting is set forth as follows:				
	TOTAL	A	B	C
DESIGNATION OF EACH VOTING GROUP		Class A	Class B	Class C
NUMBER OF OUTSTANDING SHARES		624,700	400,000	1,600,000
NUMBER OF VOTES ENTITLED TO BE CAST		340,200	153,350	-0-
NUMBER OF VOTES REPRESENTED AT THE MEETING		340,200	153,350	-0-
SHARES VOTED IN FAVOR		340,200	153,350	-0-
SHARES VOTED AGAINST		-0-	-0-	-0-
<input checked="" type="checkbox"/> The number cast for the amendment by each voting group was sufficient for approval by that voting group.				
In Witness Whereof, the undersigned being the _____ (Title) of said Corporation executes this Restatement of Articles of Incorporation and verifies, subject to penalties of perjury, that the statements contained herein are true, this 8 day of July, 2008.				
Signature	Mona Gandy		Printed name Mona Gandy	

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DEC 29 2008

Carla R. Rupp

Indiana Secretary of State

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Filing Date: 12/29/2008

Effective Date: 12/29/2008

EXHIBIT "A"

SECOND RESTATED ARTICLES OF INCORPORATION

OF

COMMUNICATIONS VENTURE CORPORATION

The undersigned, desiring to amend and restate the Articles of Incorporation of Communications Venture Corporation (the "Corporation") pursuant to the provisions of the Indiana Business Corporation Law, as amended (the "Act"), executes the following Restated Articles of Incorporation.

ARTICLE I

NAME

The name of the Corporation is Communications Venture Corporation.

ARTICLE II

PURPOSES

The purpose or purposes for which the Corporation is formed is to engage in any lawful business for which corporations may be incorporated under the Act.

ARTICLE III

TERM OF EXISTENCE

The period during which the Corporation shall continue is perpetual.

ARTICLE IV

REGISTERED OFFICE AND REGISTERED AGENT

The post-office/street address of the registered office of the Corporation is 19066 Market Street, P.O. Box 116, New Paris, Indiana 46553, and the name and post office/street address of its registered agent at that office is Mark Grady, 19066 Market Street, P.O. Box 116, New Paris, Indiana 46553.

ARTICLE V

AUTHORIZED SHARES

1. Authorized Shares. The Corporation is authorized to issue two (2) classes of shares of stock to be designated "Class A Common Stock" and "Class B Common Stock." Class B Common Stock shall be issued as "Limited Voting Series Class B Common Stock" and "Non-Voting Series Class B Common Stock."

The total number of shares that the Corporation is authorized to issued is two million six hundred twenty-four thousand seven hundred (2,624,700) with a par value of ten cents (\$.10) per

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share for both classes of stock: The total number of authorized shares shall be divided between the classes and series as follows:

Class A Common Stock: 624,700 shares

Class B Common Stock:

Limited Voting Series Class B Common Stock: 500,000 shares

Non-Voting Series Class B Common Stock: 1,500,000 shares

The Corporation's Board of Directors shall have authority to determine the consideration for such shares and to adopt agreements and policies concerning issuance, transfers and other stock transactions. Shareholders of any class of the Corporation's stock shall not have any preemptive right to acquire unissued and treasury shares of any class of stock of the Corporation.

2. Series of Class A Common Stock. The Class A Common Stock is divided into ten (10) separate series, consisting of Series A, B, C, D, E, F, G, H, I and J. Except for the election of Directors, as provided herein, all series shall have same preferences, limitations and relative voting rights and other rights, with the members of all series voting as a single group, and each shareholder having one (1) vote per share.

Each series shall have the exclusive right to elect one (1) Director to the Corporation's Board of Directors. The holders of the shares in each particular series shall be entitled, at any time, to separately vote the shares of such series at a meeting of shareholders or pursuant to a written consent of shareholders to elect one (1) Director to the Corporation's Board of Directors and to remove from office such Director and to fill any vacancy caused by the resignation, death or removal of such Director.

3. Voting Rights.

A. Class A Common Stock. Except as required under the Act or the provisions of this Article, including voting by series for the election of Directors, holders of shares of Class A Common Stock shall have equal rights and shall vote as a single group, with each shareholder having one (1) vote per share in all matters requiring or presented for a vote of the Corporation's shareholders.

Each series shall have the exclusive right to elect one (1) Director to the Corporation's Board of Directors. The holders of the shares in each particular series shall be entitled, at any time, to separately vote the shares of such series at a meeting of shareholders or pursuant to a written consent of shareholders to elect one (1) Director to the Corporation's Board of Directors and to remove from office such Director and to fill any vacancy caused by the resignation, death or removal of such Director. If a series of Class A Common Stock has been created and does not have any issued and outstanding shares, then the number of Directors shall be reduced to eliminate a Director designated for such class until such time as shares of such series are issued by the Board of Directors.

At a meeting held for the purpose of electing or removing a Director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the series entitled

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to elect such Director, as provided above, shall constitute a quorum for the purpose of electing or removing such Director.

B. Class B Common Stock. Holders of shares of Limited Voting Series Class B Common Stock shall have the right, as a separate voting group, to elect two (2) Directors to the Corporation's Board of Directors and shall have no other voting rights as shareholders of the Corporation except as required under the Act. Holders of shares of Non-Voting Series Class B Common Stock shall have no voting rights as shareholders of the Corporation except as required under the Act.

4. Series Modifications. Pursuant to Section 23-1-25-2 of the Act, the Corporation's Board of Directors may create one or more series of stock and may determine, in whole or in part, the preferences, limitations and relative voting rights and other rights of each series; provided, that these shall be subject to and not conflict with any preferences, limitations and relative voting and other rights granted to such series as set forth in these Articles, including those set forth in Section 2, above, by filing an amendment to these Articles. If a series of Class A Common Stock or other class of stock has been created and does not have any issued and outstanding shares, then the Board of Directors may in its discretion eliminate such series by filing an amendment to these Articles.

Any amendment creating or eliminating a series and all terms of any series shall be set forth in Article IX of these Articles.

5. Dividends. Dividends shall be payable on shares of Class A Common Stock and Class B Common Stock out of funds legally available for the declaration of dividends, only if and when declared by the Board of Directors. In no event shall any dividend be paid or declared, nor shall any distribution be made on shares of any class or series of Class A Common Stock or Class B Common Stock unless holders of shares of Class A Common Stock and Class B Common Stock (both Classes) shall participate in such dividend or distribution, as the case may be, on a per share pro rata basis.

6. Liquidation. In the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, any remaining assets of the Corporation after payment of all liabilities of the Corporation shall be distributed to the holders of shares of Class A Common Stock and Class B Common Stock (both Classes) on a per share pro rata basis.

ARTICLE VI DIRECTORS

The Board of Directors shall be composed of ten (10) Directors (subject to vacancies that may exist from time to time); however, if the Board of Directors creates one or more additional series of Class A Common Stock, then the number of Directors on the Board shall be equal to the number of series that exist, with one (1) Director being elected by each series (subject to vacancies that may exist from time to time); and if a series of Class A Common Stock is eliminated or if no shares are issued and outstanding in a series then the number of Directors shall be reduced to correspond to the number of series in existence and having shares issued and outstanding.

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Notwithstanding the foregoing, an additional two (2) Directors shall be added to the Corporation's Board of Directors if any shares of Limited Voting Series Class B Common Stock are issued and outstanding.

ARTICLE VII
PROVISIONS FOR REGULATION OF BUSINESS
AND CONDUCT OF AFFAIRS OF CORPORATION

1. **Corporate Powers.** All corporate powers except those which by law or these Articles expressly require the consent of the shareholders shall be exercised by the Board of Directors.

2. **Conflict of Interest.** No contract or other transaction between the Corporation and any other corporation shall be affected or invalidated by the fact that any one or more of the Directors of the Corporation is, or are, interested in, or is a Director or officer, or are Directors or officers of such other corporation or business, and any Director or Directors, individually or jointly, may be a party or parties to or may be interested in any contract or transaction of the Corporation, or in which the Corporation is interested, and no contract, act or transaction of the Corporation, with any person or persons, firms or corporations, shall be affected or invalidated by the fact that any Director or Directors of the Corporation is a party, or are parties to, or interested in, such contract, act or transaction, or in any way connected with such person or persons, firms or associations, and each and every person who may become a Director of the Corporation is hereby relieved from any liability that might otherwise exist, from contracting with the Corporation for the benefit of himself or any firm or Corporation in which he may be in any wise interested.

3. **Bylaws.** The Board of Directors of the Corporation shall have power, without the assent or vote of the shareholders, to make alter, amend, or repeal the Bylaws of the Corporation.

4. **Removal of Directors/Vacancies.** Where a Director is elected by a voting group of shareholders or by the holders of a particular series of Class A Common Stock or, by the Limited Voting Series Class B Common Stock, only the shareholders in that voting group of shareholders owning shares in that series or class may participate in a vote to remove that Director. If a vacancy occurs on the Board of Directors resulting from the resignation or removal of a Director where such Director was elected by the vote of shareholders owning a particular series of Class A Common Stock, by the Limited Voting Series Class B Common Stock, or by a voting group of shareholders, only the shareholders of that series, class or voting group are entitled to vote to fill the vacancy.

ARTICLE VIII
INDEMNIFICATION

Every person who is or was a Director, officer or employee of the Corporation shall be indemnified by the Corporation against all liability and reasonable expense incurred by such person in his or her official capacity, provided that such person is determined in the manner specified in Section 23-1-37-12 of the Act (as that section may be amended from time to time) to have met the standard of conduct specified in Section 23-1-37-8 of the Act (as that section may

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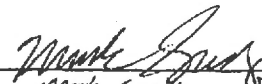
be amended from time to time). Upon demand for such indemnification, the Corporation shall proceed as provided in Section 23-1-37-12 of the Act (as that section may be amended from time to time) to determine whether such person is entitled to indemnification. Nothing contained in this section shall limit or preclude the exercise of any right relating to indemnification of or advance of expenses to any Director, officer, employee or agent of the Corporation or the ability of the Corporation to, by agreement or otherwise, indemnify or advance expenses to any Director, officer, employee or agent.

ARTICLE IX
CREATION OF ONE OR MORE SERIES OF STOCK

[Reserved for Future Use]

IN WITNESS WHEREOF, the undersigned, being the President of the Corporation executes these Second Restated Articles of Incorporation and certifies to the truth of the facts herein stated, this 8 day of July, 2008.

I affirm under the penalties of perjury that the facts contained herein are true.



Mark Canfield President

This instrument prepared by Steven M. Stankewicz, Esq., of Miller, Canfield, Paddock and Stone, P.L.C., 277 South Rose Street, Suite 5000, Kalamazoo, Michigan 49007

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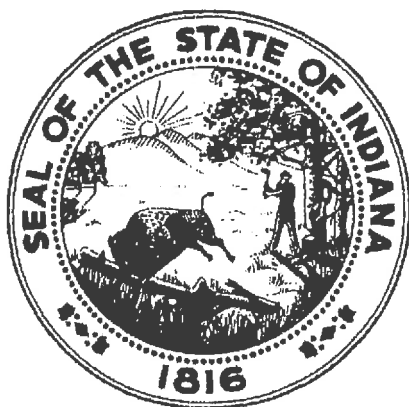
**State of Indiana
Office of the Secretary of State**

Indiana Secretary of State
Packet: 1995060812
Filing Date: 12/29/2008
Effective Date: 12/29/2008

**CERTIFICATE OF RESTATEMENT OF ARTICLES OF INCORPORATION
of
COMMUNICATIONS VENTURE CORPORATION**

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Restatement of Articles of Incorporation of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, December 29, 2008.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 29, 2008.

A handwritten signature in black ink, appearing to read "Todd Rokita".

TODD ROKITA,
SECRETARY OF STATE

1995060812 / 2008123077955

The Indiana Secretary of State filing office certifies that this copy is on file in this office.



**ARTICLES OF AMENDMENT OF THE
ARTICLES OF INCORPORATION**

State Form 38333 (R11 / 2-11)

Approved by State Board of Accounts, 1995

Indiana Secretary of State

Packet: 1995060812

Filing Date: 08/08/2011

Effective Date: 08/08/2011

CHARLES P. WHITE
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. E018
Indianapolis, IN 46204
Telephone: (317) 232-8576

Indiana Code 23-1-38-1 et seq.

FILING FEE: \$30.00

- INSTRUCTIONS:
1. Use 8 1/2" x 11" white paper for attachments.
 2. Present original and one copy to address in upper right hand corner of this form.
 3. Please TYPE or
 4. Please visit our office on the web at www.sos.in.gov.

2011 AUG -8 PM 3:33

ARTICLES OF AMENDMENT OF THE ARTICLES OF INCORPORATION OF	
Name of Corporation Communications Venture Corporation	Date of Incorporation (month, day, year) 06/16/1995
The undersigned officers of the above referenced Corporation (hereinafter referred to as the "Corporation") existing pursuant to the provisions of: (Indicate appropriate act) <input checked="" type="checkbox"/> Indiana Business Corporation Law <input type="checkbox"/> Indiana Professional Corporation Act of 1983 as amended (hereinafter referred to as the "Act"), desiring to give notice of corporate action effectuating amendment of certain provisions of its Articles of Incorporation, certify the following facts:	
ARTICLE I Amendment(s)	
The exact text of Article(s) <u>V</u> of the Articles of Incorporation is now as follows:	
(NOTE: If amending the name of corporation, write Article "I" in space above and write "The name of the Corporation is _____" below.)	
ARTICLE V AUTHORIZED SHARES	
1. Authorized Shares. The Corporation is authorized to issue two (2) classes of shares of stock to be designated "Class A Common Stock" and "Class B Common Stock." Class A Common Stock shall be issued as ten (10) separate series, consisting of Series A, B, C, D, E, F, G, H, I and J. Class B Common Stock shall be issued as "Limited Voting Series Class B Common Stock" and "Non-Voting Series Class B Common Stock."	
The total number of shares that the Corporation is authorized to issued is two million six hundred twenty-four thousand seven hundred (2,624,700) with a par value of ten cents (\$.10) per share for both classes of stock. The total number of authorized shares shall be divided between the classes and series as follows:	
Class A Common Stock: Series A Class A Common Stock: 143,534 shares Series B Class A Common Stock: 143,534 shares Series C Class A Common Stock: 143,534 shares Series D Class A Common Stock: 58,920 shares Series E Class A Common Stock: 57,464 shares Series F Class A Common Stock: 31,390 shares Series G Class A Common Stock: 15,505 shares Series H Class A Common Stock: 15,505 shares Series I Class A Common Stock: 7,720 shares Series J Class A Common Stock: 7,594 shares	
Class B Common Stock: Limited Voting Series Class B Common Stock: 500,000 shares Non-Voting Series Class B Common Stock: 1,500,000 shares	
The Corporation's Board of Directors shall have authority to determine the consideration for such shares and to adopt agreements and policies concerning issuance, transfers and other stock transactions. Shareholders of any class of the Corporation's stock shall not have any preemptive right to acquire unissued and treasury shares of any class of stock of the Corporation."	
ARTICLE II	
Date of each amendment's adoption (month, day, year): June 9, 2011	

APPROVED
AND
FILED

Charles P. White
IND. SECRETARY OF STATE

(Continued on the reverse side)

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

ARTICLE III Manner of Adoption and Vote									
Mark applicable section: NOTE - Only in limited situations does Indiana law permit an Amendment without shareholder approval. Because a name change requires a shareholder approval, Section 2 must be marked and either A or B completed.									
<input type="checkbox"/> SECTION 1 This amendment was adopted by the Board of Directors or Incorporators and shareholder action was not required.									
<input checked="" type="checkbox"/> SECTION 2 The shareholders of the Corporation entitled to vote in respect to the amendment adopted the proposed amendment. The amendment was adopted by: (Shareholder approval may be by either A or B.) <div style="margin-top: 5px;"> A. Vote of such shareholders during a meeting called by the Board of Directors. The result of such vote is as follows: <table border="1" style="margin-top: 5px; width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; text-align: center;">483550</td> <td>Shares entitled to vote.</td> </tr> <tr> <td style="text-align: center;">475200</td> <td>Number of shares represented at the meeting.</td> </tr> <tr> <td style="text-align: center;">475200</td> <td>Shares voted in favor.</td> </tr> <tr> <td style="text-align: center;">0</td> <td>Shares voted against.</td> </tr> </table> </div> <div style="margin-top: 10px; text-align: right;"> Indiana Secretary of State Packet: 1995060812 Filing Date: 08/08/2011 Effective Date: 08/08/2011 </div>		483550	Shares entitled to vote.	475200	Number of shares represented at the meeting.	475200	Shares voted in favor.	0	Shares voted against.
483550	Shares entitled to vote.								
475200	Number of shares represented at the meeting.								
475200	Shares voted in favor.								
0	Shares voted against.								
B. Unanimous written consent executed on _____, 20____ and signed by all shareholders entitled to vote.									
ARTICLE IV Compliance with Legal Requirements									
The manner of the adoption of the Articles of Amendment and the vote by which they were adopted constitute full legal compliance with the provisions of the Act, the Articles of Incorporation, and the By-Laws of the Corporation.									
I hereby verify, subject to the penalties of perjury, that the statements contained herein are true, this <u>25</u> day of <u>July</u> , 20 <u>11</u> .									
Signature of current officer or chairman of the board 	Printed name of officer or chairman of the board Mark Grady								
Title of signatory President									

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

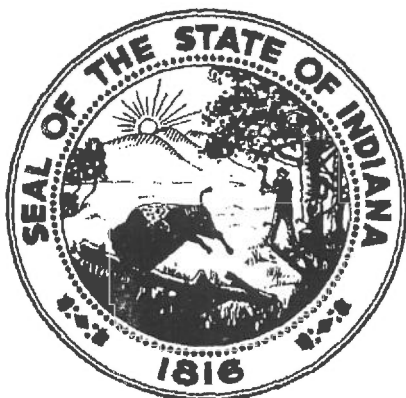
Indiana Secretary of State
Packet: 1995060812
Filing Date: 08/08/2011
Effective Date: 08/08/2011

State of Indiana
Office of the Secretary of State

CERTIFICATE OF AMENDMENT
of
COMMUNICATIONS VENTURE CORPORATION

I, CHARLES P. WHITE, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above For-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, August 08, 2011.



In Witness Whereof, I have caused to be
affixed my signature and the seal of the
State of Indiana, at the City of Indianapolis,
August 8, 2011.

Charles P. White

CHARLES P. WHITE,
SECRETARY OF STATE

1995060812 / 2011080921578

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Authority

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

Communications Venture Corporation, a corporation duly organized under the laws of the state of Indiana and issued a certificate of authority to transact business in South Carolina on September 28th, 2018, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to S.C. Code Ann. §33-15-310, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 12th day
of September, 2019.


Mark Hammond, Secretary of State

Exhibit B

Financial Information (Confidential/Filed Under Seal)

Exhibit C

Key Management Biographies

Mark Grady

Founder and President, Communications Venture Corp d/b/a INdigital

Mark Grady is the founder and president of INdigital, a competitive local exchange carrier and 9-1-1 network service provider based in Fort Wayne, Indiana. INdigital focuses on 911 operations and research and technology development. The company has created several new service platforms that improve public safety.

Mark has been active in the independent telecom sector since 1982. He has overseen the growth of New Paris Telephone (INdigital's parent company) and its related subsidiaries; lines of business; operating divisions and diversified investments. New Paris Telephone is a locally- owned independent telephone company. The company has a long history of progress and innovation in the areas of switching and network operations and customer service. New Paris Telephone company was the first investor-owned telecom utility to be deregulated by the Indiana Utility Regulatory Commission in 1990.

Mark was a member of the National Exchange Carrier Association (NECA) Board of Directors, and also served on the Average Schedule, Common Line, and Subset III sub-committees. He is a past chairman of NECA Independent Services. He was also a member of the Alliance for Telecommunications Industry Solutions (ATIS) ordering and billing forum (OBF) following the enactment of the 1996 Telecommunications Act.

In addition to leadership in these industry and trade association venues, Mark is active in business development, and was instrumental in forming the Indiana Fiber Network (IFN) which is now owned by 21 Indiana telecommunications carriers.

With his co-workers at INdigital, they have built a statewide IP-based public safety network for the Indiana State 911 Board, which is operated out of the Indiana State Treasurers Office. The network routes calls from 11 wireless providers to 137 public safety answering points (PSAPs) statewide.

Mark has extensive industry experience in almost all levels of the telephone and public safety industry and is a National Emergency Number Association (NENA) Emergency Number Professional (ENP). Mark has served on more than 50 industry task forces, study committees, work committees, and other industry association roles at both the state and federal levels.

Eric Hartman

Vice-President

Eric joined INdigital in 2001 as a Data Service Technician and became highly experienced in working with VoIP service offerings, IP routing, Class 4 & 5 switching, PBX installation, data center management, and customer support.

In 2005, Eric became the Product Manager for the Brightnet division of New Paris Telephone Company. As Product Manager, Eric was involved in all aspects of the business, including the transition from legacy telephone service to VoIP services, deployment of a Metaswitch, new PBX systems installations, the creation of the Goshen fiber Network, and other types of business network service offerings.

Eric re-joined INdigital in 2007 as the Executive Vice President where he is part of the executive management focused on company service operations.

Jeff Humbarger

Chief Financial Officer

Jeff Humbarger is the Chief Financial Officer of INdigital. Jeff graduated from Manchester College in May of 1992, with a Bachelor of Arts in Accounting. He went on to successfully pass the CPA exam and continues to hold his CPA certification.

In 1992, Jeff began his career at Kenneth Boseker, CPA, a CPA firm in Kendallville, IN. He was responsible for monthly, quarterly, and annual accounting work for multiple clients. Jeff also prepared 300+ individual income tax returns and multiple corporate returns. He was also responsible for all payroll tax returns and filings for clients.

In 2000, Jeff had the opportunity to return to his hometown bank as the Chief Financial Officer of MarkleBank. He remained with the Bank through a merger in 2012 assuming the role of SVP/Treasurer of iAB Financial Bank, a \$1.1 billion bank. In this role, Jeff was a member of the Bank's senior management team and responsible for all budgeting, profitability analysis, investment portfolio, interest rate risk, and liquidity management.

Jeff joined INdigital in October 2018 as Chief Financial Officer. Jeff has full Balance Sheet and Profit and Loss responsibility for all divisions of the Corporation. He is also responsible for budgeting and is a part of the executive management team. In addition, Jeff provides leadership and direction for financial reporting at both the managerial and executive level.

Jeff served on the Markle Town Council for 12 years including President for 8 years. He is also a past president of the Markle Area Chamber of Commerce and served on the Huntington County Economic Development Board.

Jon Whirledge

Executive Vice -President of Strategic Development

Jon Whirledge is the EVP of Strategic Development at INdigital. Jon graduated from Grace College in May of 2007, with both a Bachelor of Science in Business Administration and a Bachelor of Science in Marketing.

In 2000, Jon joined New Paris Telephone as a student intern in the Finance and Accounting Department. In 2005, Jon joined the company in a full-time capacity as a Financial Analyst where he managed the accounting activities for several subsidiary companies. During this time, he became well versed in Telephone Cost Accounting and Part 32 Accounting rules and practices.

In March of 2007 Jon was named Chief Financial Officer of INdigital. During his time as CFO, Jon held full P&L responsibility for all divisions of the Corporation, as well as oversight of Human Resources, Legal and Regulatory activities. As a key member of the executive leadership team he provided leadership and direction to create and manage sustainable growth for INdigital.

Jon was instrumental in laying the financial and organizational groundwork for the growth of the company. As CFO he worked closely with the Board of Directors and management staff to manage strategic objectives for growth.

Beginning in September of 2018, Jon stepped into a new role in the company as EVP of Strategic Development. While remaining involved in all aspects of the company's management, this role is focused on establishing and ensuring the success of strategic partnerships.

In addition to his overseeing strategic partnerships, Jon continues works closely with the Legal and Regulatory teams to manage overall corporate risk.

Deborah Prather

Director Regulatory Affairs

Deborah has 41 years of experience in the telecommunications industry and is a graduate of Illinois State University with a Bachelor of Arts degree in Psychology. She joined GTE, now known as Verizon, in 1978, and has held various management positions, in retail sales, service, and wholesale services until 1996.

From 1996 – 1999, Deborah was the Director over the E9-1-1 program for the Illinois Commerce Commission, the State regulatory agency. She was responsible for all E9-1-1 related policies, rulemakings, and regulatory proceedings. In addition to this, she oversaw regulatory compliance of the Illinois Telecommunications Access Corporation program for the hearing impaired and the Universal Telephone Assistance Corporation program for low-income subscribers.

In 1999 Deborah left the Illinois Commerce Commission and joined Verizon as a Regional Manager for the 9-1-1 Service Program. She was responsible for all 9-1-1 related service and regulatory matters for multiple states within the Verizon 32 state footprint. Her last territory consisted of 14 states located in the Midwest, Northwest, West Coast, and Eastern territories.

Deborah is an active member of the Illinois Telecommunications Association and chairs the Illinois Telecommunications Association's 9-1-1 Committee. She is also a member of the National Emergency Number Association and has served on various committees.

Deborah left Verizon in 2010 and joined INdigital Telecom as their Director of Regulatory Affairs and is responsible for negotiating commercial and interconnections agreements as well as all regulatory matters and filings. Deborah is highly involved in carrier to carrier projects on a regular basis. She is also a member of the State of Illinois 911 Advisory Board.

Exhibit D

Proposed Tariff

Tariff No. 1

Communications Venture Corporation d/b/a INdigital

1616 Director's Row

Fort Wayne, IN 46808

This South Carolina Tariff contains the descriptions, regulations, and rates applicable to the furnishing of emergency telecommunications services provided by Communications Venture Corporation d/b/a INdigital. Copies may be inspected, during normal business hours, at the principal place of business of Communications Venture Corporation d/b/a INdigital or online at www.indigital.net.

Issued:

Effective:

Mark Grady, President
Phone: 1-877-469-2010 Email: info@indigital.net

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<u>SECTION</u>	<u>SHEET NO.</u>
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Issued:

Effective:

Mark Grady, President
Phone: 1-877-469-2010 Email: info@indigital.net

EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purposes indicated below:

- | | |
|--|--|
| (I) Increase in rate | (D) Discontinued rate, treatment or regulation |
| (N) New rate, treatment or regulation | (R) Reduced rate |
| (C) Change in regulation | (T) Text change - no change in rate, treatment or regulation |
| (M) Move of text from one location to another - no change in rate, treatment or regulation | |

TARIFF FORMAT

- A. Section Numbering** - Section numbers appear in the upper right corner of the Sheet. Sections are numbered sequentially; however, new sections are occasionally added to the Tariff. When a new section is added between sections already in effect, a decimal is added. For example, a new section added between Sections 2 and 3 would be 2.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

Issued:

Effective:

Mark Grady, President
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SECTION 1 - DEFINITIONS

9-1-1 - A three-digit telephone number used to report an emergency situation requiring a response by a public agency such as a fire department or police department.

9-1-1 Failure or Outage - A situation where 9-1-1 calls cannot be transported to the public agency responsible for answering 9-1-1 calls (usually a PSAP).

9-1-1 Service Provider - The entity responsible for establishing and overseeing the functions necessary to accept 9-1-1 calls placed by callers and delivering the 9-1-1 calls to PSAPs, using appropriate routing logic and delivering emergency response information such as ANI and ALI.

Access Line - The telecommunications line that connects a Local Exchange Carrier, or other Common Carrier, to the Local Exchange Carrier's customer location.

ALI Database - A system of manual procedures and computer programs used to create, store, and update ALI information.

Authorized User - A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

Automatic Number Identification (ANI) - A type of signaling provided by a Local Exchange Carrier that automatically identifies the local exchange line from which a call originates.

Automatic Location Identification (ALI) - The automatic display, on equipment at the PSAP, of the location of the caller's telephone number, the address for the telephone, including non-listed and non-published numbers and addresses, and other information about the caller's location.

Bit - The smallest unit of information in the binary system of notation.

Call - A generic term used to include any type of Request for Emergency Assistance (RFEA); and is not limited to voice.

Call Bridging - The act of adding an additional party to an existing call; i.e., the creation of another leg on an existing call to include an additional party. With Call Bridging, the party adding the additional party remains connected to the call after the additional party is added.

Call Routing - The process of delivering a 9-1-1 Call to the appropriate PSAP.

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SECTION 1 - DEFINITIONS (CONT'D.)

Call Transfer - The act of adding an additional party to an existing call; the creating of another leg on an existing call to include an additional party. With Call Transfer, the party adding the additional party may disconnect before the additional party answers.

Central Office (CO) or End Office (EO) - A switching unit providing telecommunication services to the public, designed for terminating and interconnecting lines and trunks. The term "End Office" and "Central Office" are used interchangeably in this Tariff. More than one CO or EO may be located in the same building.

Commission - Public Service Commission of South Carolina

Common Carrier - An authorized company or entity providing telecommunications services to the public.

Company - Whenever used in this Tariff, "Company" refers to Communications Venture Corporation d/b/a INdigital unless otherwise specified or clearly indicated by the context.

Customer - The person, firm, corporation, municipality or governmental agency that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Premises Equipment (CPE) - Communications or terminal equipment located in the customer's facilities – Terminal Equipment at a PSAP.

Database Management System (DBMS) - A system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification (ALI) for E9-1-1 systems.

E9-1-1 (Enhanced 9-1-1) - An emergency telephone service that includes ANI, ALI (including non-listed and non-published numbers and addresses), and (optionally) selective routing, to facilitate a public safety response.

E9-1-1 Emergency Service - A telecommunications service that uses ANI, ALI (including non-listed and non-published numbers and addresses), Selective Routing, and the three-digit number "9-1-1," for reporting police, fire, medical, or other emergency situations to a PSAP for referral to a public safety agency. As used in this Tariff, E9-1-1 Emergency Service does not include discretionary equipment purchased or contracted for that is not essential to the provision of E9-1-1 Emergency Service.

Issued:

Effective:

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SECTION 1 - DEFINITIONS (CONT'D.)

E9-1-1 Selective Router Trunk - A trunk from an E9-1-1 Selective Routing Tandem which transmits the voice portion of a call for service to a PSAP and is capable of transmitting the ANI associated with the caller. The E9-1-1 Selective Router Trunk may be between an E9-1-1 Selective Routing Tandem and a PSAP or between E9-1-1 Selective Routing Tandems. The latter configuration is also known as an inter-Selective Router Trunk.

E9-1-1 Tandem or E9-1-1 Selective Routing Tandem - The switch that provides the routing and switching of 9-1-1 calls. The E9-1-1 Tandem controls delivery of the call with ANI to the PSAP and provides Selective Routing, speed calling, selective transfer, fixed transfer, and certain maintenance functions for each PSAP.

E9-1-1 Trunks - The trunks that connect from the End Office serving the individual telephone that originates a 9-1-1 call to the E9-1-1 Selective Routing Tandem.

Emergency Call Routing Function (ECRF) - A functional element in an ESInet that uses either civic address or geo-coordinates location information to route an emergency call toward the appropriate PSAP.

Emergency Service Number (ESN) - An ESN is a number, typically three to five digits in length, that maps to a primary 9-1-1 call handler (usually a PSAP), and a set of emergency service agencies (e.g., law enforcement, fire, emergency medical service) that serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ).

Emergency Services IP Network (ESInet) - An ESInet is a managed IP network that is used for emergency services communications, and which can be shared by all public safety agencies. It provides the IP transport infrastructure upon which independent application platforms and core services can be deployed. The term ESInet designates the network, not the services that ride on the network.

Emergency Services Routing Proxy (ESRP) - Enables accurate E9-1-1 call routing regardless of the network access used by the caller. It is a new-generation selective router that bridges the gap between conventional PSTN networks and VoIP networks.

Facilities - Central Office equipment, supplemental equipment, apparatus, wiring, cables (outside plant), and other material and mechanisms necessary to or furnished in connection with the services of the Company.

Geographic Information System (GIS) - A system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.

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SECTION 1 - DEFINITIONS (CONT'D.)

Geospatial Routing - The process by which 9-1-1 calls are routed to the appropriate PSAP or other designated destination, based on the caller's location information, and may also be impacted by other factors, such as time of day, call type, etc. Location may be provided in the form of geo coordinates (longitude and latitude).

Governing Authority - The governing body of a state, county, city, city and county, town, or other governing body (e.g., the board of directors of a special district.) that oversees the 9-1-1 Service Provider(s) within the Governing Authority's jurisdiction.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

i3 - A standard by which NENA defines functional and interface standards for NG9-1-1.

i3 Logging - An event and media logger. The Logging Service accepts log event records and media streams in a standardized form, stores them, and provides a standardized retrieval function for these records.

Individual Case Basis (ICB) - A service arrangement where the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Integrated Services Digital Network User Part (ISUP) - A message protocol to support call set and release for interoffice voice call connections over SS7 Signaling.

Internet Protocol (IP) - The method by which data is sent from one computer to another on the Internet or other networks.

Joint User - A person, firm or corporation designated by the Customer as an End User of service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

Legacy Network Gateway (LNG) - An NG9-1-1 Functional Element that provides an interface between a non-IP originating network and a Next Generation Core Services (NGCS) enabled network.

Legacy PSAP Gateway (LPG) - The LPG is a signaling and media interconnection point between an ESInet and a legacy PSAP. It plays a role in the delivery of calls that traverse an i3 ESInet to get to a legacy PSAP, as well as in the transfer and alternate routing of emergency calls between legacy PSAPs. The Legacy PSAP Gateway supports an IP (i.e., SIP) interface towards the ESInet on one side, and a traditional MF or Enhanced MF interface (comparable to the interface between a traditional Selective Router and a legacy PSAP) on the other.

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Mark Grady, President
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SECTION 1 - DEFINITIONS (CONT'D.)

Legacy Selective Router Gateway (LSRG) - The LSRG provides an interface between a 9-1-1 Selective Router and an ESInet, enabling calls to be routed and/or transferred between Legacy and NG networks. The LSRG is a tool for the transition process from Legacy 9-1-1 to NG9-1-1.

Local Exchange Carrier (LEC) - Refers to any person, corporation or entity that pursuant to the statutes and rules of the State of South Carolina and the Commission is authorized to provide telecommunications Local Exchange Services on a resale or facilities basis.

Local Exchange Service - Refers to local service that allows a subscriber to complete calls through facilities provided for intercommunications to other telephones within a specified area without payment of toll charges. This service also provides access to and from the telecommunication network for long distance calling.

Location Database (LDB) – The database maintained by the Next Generation 911 Provider that provides the PSAP with the Registered Location of the calling party. The LDB server retains all of the current information, functionality, and interfaces of today's ALI and can utilize the new protocols required in an NG9-1-1 deployment.

Local Information – The actual geo or civic location data independent of its containers, protocol, or reference mechanisms.

Location Information Server (LIS) – A functional element in an IP-capable originating network that provides locations of endpoints (i.e., calling device).

Location Validation Function (LVF) – A functional element in a Next Generation 9-1-1 Core Service where location information is validated against data in a GIS database.

LoST (Location-to-Service Translation) Protocol – A protocol used generally for location-based call routing. LoST in NG9-1-1, is used as the protocol for the ECRF and LVF.

Master Street Address Guide (MSAG) - A database of street names and house number ranges within their associated communities that defines ESZs and associated ESNs to enable proper routing of E9-1-1 calls.

Mbps - Megabits per second (millions of bits per second).

Mobile Positioning Center (MPC) – The MPC is a functional entity that provides an interface between the wireless originating network and the Emergency Services Network.

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Mark Grady, President
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SECTION 1 - DEFINITIONS (CONT'D.)

National Emergency Number Association (NENA) - An international not-for-profit organization whose purpose is to lead, assist, and provide for the development, availability, implementation and enhancement of a universal emergency telephone number or system common to all jurisdictions through research, planning, publications, training and education.

Next Generation 9-1-1 (NG9-1-1) - NG9-1-1 is a secure system comprised of hardware, software, data and operational policies and procedures with standardized interfaces to process all types of emergency calls, acquire and integrate additional data, and deliver the calls/messages and data to the appropriate emergency entities.

NG9-1-1 Core Services (NGCS) - The base set of services needed to process a 9-1-1 call using the standards and interfaces of i3. These services are enabled by the NGCS Functional Elements ESRP, ECRF, LVF, BCF, Bridge, Policy Store, Logging Services and typical IP services such as DNS and DHCP. The term NG9-1-1 Core Services includes the services and not the network on which they operate.

NG9-1-1 Database - ALI Database, Geographic Information System (GIS) and/or the Location Information Server (LIS).

NGCS Functional Elements - Any of the components of the NENA i3 specification that provide defined functions in delivering geospatial routing of 9-1-1 calls. These include but are not limited to ESRP, ECRF, LVF, BCF, SI, Policy Store, and i3 Logging Services.

Nonrecurring Charge (NRC) - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Originating Service Provider - The entity that provides service to the public, which the public caller uses to initiate a 9-1-1 call for emergency assistance.

Point of Interconnection (POI) - A physical demarcation between an originating carrier network and an NG9-1-1 network.

Point of Presence (POP) - Point of presence.

Premises - The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Private Branch Exchange (PBX) - An arrangement that comprises manual and/or automatic common equipment, wiring and station apparatus, and which provides for interconnection of main station lines associated with an attendant position and/or common equipment located on the Customer's Premises or extended to another Premises of the same Customer.

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SECTION 1 - DEFINITIONS (CONT'D.)

Protocol Interworking Function (PIF) - That functional component of a Legacy Network Gateway or Legacy PSAP Gateway that interworks legacy PSTN signaling such as ISUP or CAMA with SIP signaling.

Pseudo Automatic Number Identification (pANI) – Also known as an ESRK (Emergency Service Routing Key) or ESQK (Emergency Service Query Key). A 10-digit number used in place of the actual ANI, and which is used to query routing and ALI databases.

Public Agency - Any state, county, city, city and county, town, municipal corporation, public district, or other public authority located in whole or in part within the state of South Carolina that provides or has the authority to provide firefighting, law enforcement, ambulance, emergency medical, or other emergency services.

Public Emergency - The presence of actual or imminent conditions that are either an immediate danger to the health or safety of people, or a likelihood of severe irreparable damage to property.

Public Safety Answering Point (PSAP) - A facility equipped and staffed to receive 9-1-1 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only. PSAPs are staffed by and operate under the direction of the Governing Authority and are responsible to direct the disposition of 9-1-1 calls.

Recurring Charges - The charges to the Customer, usually monthly, for services, facilities and equipment, that continue for the agreed upon duration of the service.

Reseller of Local Exchange Service (Reseller) - For the purpose of this Tariff, a Reseller of Local Exchange Service is providing Local Exchange Service.

Selective Routing (SR) - The routing of a 9-1-1 call from an E9-1-1 Selective Router Tandem to the appropriate PSAP based upon the ANI or pANI associated with the caller dialing 9-1-1.

Service – Any means of service offered herein or any combination thereof.

Service Commencement Date - The first day following the date that the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order Agreement or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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SECTION 1 - DEFINITIONS (CONT'D.)

Service Interruption - The inability to complete calls due to equipment malfunctions or human errors. Service Interruption shall not include service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Service Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company.

Service Order Agreement - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Agreement form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

Session Initiation Protocol (SIP) - A defined protocol that defines a method of establishing multimedia sessions over the Internet. Used as the call signaling protocol in VoIP, i2 and i3.

Shared Facility - A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Spatial Interface (SI) - The interface between the GIS provided information and the functional elements that use GIS data such as the ECRF and/or LVF.

TDD/Text Phone - A telecommunications device for use by hearing or speech impaired persons that employs graphic communication in the transmission of coded signals through a wire or radio communication system.

Telecommunications Device for the Deaf (TDD)/Text Phone Emergency Access - Provides 9-1-1 access to individuals that use TDD/Text Phones and computer modems.

Telecommunications Relay Service (TRS) - These services provide the ability for hearing or speech impaired individuals to communicate, by wire or radio, with a hearing individual in a manner that is functionally equivalent to communication by an individual without a hearing or speech impairment. This definition includes telecommunication relay services that enable two-way communications between an individual who uses a TDD or other non-voice terminal device and an individual who does not use such a device.

Time Division Multiplexing (TDM) - A digital multiplexing technique for combining a number of signals into a single transmission facility by interweaving pieces from each source into separate time slots.

Voice over Internet Protocol (VoIP) - VoIP describes voice calls that are transmitted, in whole or in part via a data network using Internet protocol.

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SECTION 2 – REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service to Customers pursuant to the terms of this Tariff in connection with one-way and/or two-way transmission between points within the State of South Carolina.

The Company is responsible under this Tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

2.1.3 Terms and Conditions

- A. **Application of Tariff** - Applications for establishment of service must be made to the Company in writing. These applications become contracts upon approval by the Company and the Customer or the establishment of the service and shall be subject at all times to the lawful rates, charges, and regulations of the Company.

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SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions (Cont'd.)

- B.** The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.
- C. Minimum Period** - Service is provided on month-to-month or on a term agreement basis. The minimum term period is one (1) year unless otherwise specified in this Tariff or mutually agreed upon by contract. Penalties may apply for early termination of the term agreement.
- D. Continuation of Service** - Except as otherwise stated in this Tariff or an Agreement for Services, at the expiration of the initial term specified in each Service Order Agreement, or in any extension thereof, service shall be renewed automatically for a one (1) year term, unless the Customer provides notice of intent not to renew such agreement at least 60 days prior to the end of the initial or any additional term. Termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order Agreement and this Tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order Agreement shall survive such termination.
- E.** This Tariff shall be interpreted and governed by the laws of the state of South Carolina regardless of its choice of laws provision.

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SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company

- A. The Company, its affiliates, directors, officers, employees, assignees, and/or successors, shall not be liable to a Customer or third party for any personal injury or death and/or any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, and/or loss of enjoyment of life and/or emotional distress damages for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service. Company's services are offered solely to assist Customer in providing E9-1-1 Emergency Service in conjunction with applicable fire, police, and other public safety agencies. By obligation, direct or indirect, to any third party other than Company, Company shall not be liable for civil damages, whether in contract, tort or otherwise, to any person, corporation, or other entity for any loss or damage caused by any Company act or omission in the design, development, maintenance, or provision of the Company's 9-1-1 Services other than an act or omission constituting gross negligence or wanton or willful misconduct.
- B. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- C. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers.
 2. Any delay or failure of performance or equipment due to causes beyond the Company control, including but not limited to, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stop Sheets or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; any law, order, regulation or other action of any governing authority or agency thereof.
 3. Any unlawful or unauthorized use of Company facilities and services.
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services.
 5. Breaches in the privacy or security of communications transmitted over Company facilities.

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SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

C. (Cont'd.)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company liability is limited as set forth in paragraph A of this Subsection 2.1.4.
7. Defacement of or damage to Customer Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Company facilities.
9. Any non-completion of calls due to network busy conditions.
10. Any calls not actually attempted to be completed during any period that service is unavailable.
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

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SECTION 2 – REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Liability of the Company (Cont'd.)

- D.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- E.** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- F.** Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.
- G.** Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.5 Notification of Service Affecting Activities

The Company will comply with the Commission's rules and regulations regarding notification of service affecting activities.

2.1.6 Provision of Equipment and Facilities

- A. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain suitable rights and facilities, and to provide for the installation of those facilities required to the furnishing and maintenance of that service. At the option of the Company, in managing its facilities, certain regular service restrictions may be temporarily imposed at locations where new or additional facilities being constructed are not readily available to meet service demands.
- B. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff.
- C. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- D. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- E. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- F. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- G. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff or the Agreement for Services, and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 2. the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or non-service affecting maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 - REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its partners, agents, contractors, or suppliers.

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SECTION 2 - REGULATIONS (CONT'D.)

2.2 Prohibited Uses

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over the Company's network by Customers that cause interference to the Company or other End Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment, or liability resulting from such blockage.
- 2.2.3** The Company may block any signals being transmitted over the Company's network by Customers that cause interference to the Company or other End Users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment, or liability resulting from such blockage.
- 2.2.4** A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and Nonrecurring Charges for installation as stated in this Tariff or the Agreement for Services may apply.

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SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order and entering into an Agreement for Services with the Company; complying with the Agreement for Services and Tariff regulations; and payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this Tariff;
- B. damage to or loss of Company facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of communications cable and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service and entering into an Agreement for Services with the Customer;

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SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises where Company employees and agents shall be installing or maintaining Company facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.3 .1.D.; and granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on Company equipment or facilities.

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SECTION 2 - REGULATIONS (CONT'D.)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this Tariff, any other Tariff of the Company, or with the Agreement for Services, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or End User of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff or the Agreement for Services including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or End User contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or End User and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

An End User may transmit or receive information or signals via the facilities of the Company. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. An End User may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the Customer's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Network Interface Device.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to Company employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Network Interface Device (NID)

The Network Interface Device (NID) permits access to the Company's network. All wiring on the Customer's Premises that is connected to the Company's network shall connect to the network through the Company-provided NID. Any necessary maintenance, repair, or upgrade work to the NID shall be the responsibility of only the Company. The Company will make the decision whether to place the NID inside or outside the Customer Premises. In the event that the Customer requests that the NID be placed in a location other than the location selected by the Company, any additional cost to the Company will be charged to the Customer. Additionally, the Customer shall be responsible for wiring on the Customer's Premises that is not provided by the Company that is connected to the NID.

2.4.4 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities or equipment of others shall be provided at the Customer's expense.
- B. Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of other communications carriers that are applicable to such connections.
- C. Facilities furnished under this Tariff or the Agreement for Services may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all End User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Customers may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this Tariff or the Agreement for Services only to the extent that the End User, for purposes of this subsection 2.4.4.D only, is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 2 - REGULATIONS (CONT'D.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.5 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

- A. The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes, and similar taxes imposed by governmental jurisdictions.
- B. Municipal excise taxes are billed as separate line items and are not included in the quoted rates for service.

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Charges will be billed monthly, in advance of the use of the service, and are due within thirty (30) days of the invoice date, unless otherwise agreed to in the applicable Customer contract.
- B. Upon termination of service a final invoice (bill) will be rendered.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges (Cont'd.)

- C. Late Payment Fee. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due the Company.

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SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company will require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. Adjustments or credits for billing errors may be made to the known date of the error or for a period of one year, whichever is shorter unless otherwise required under applicable state rules and/or the applicable Customer Contract(s).
- B. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer.
- C. If a customer files a bona-fide formal complaint with the Commission, then the Customer will pay an amount equal to the part of the bill that is not in dispute.

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SECTION 2 - REGULATIONS (CONT'D.)

2.5 Payment Arrangements (Cont'd.)

2.5.4 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation or non-recurring charges shall be adjusted accordingly.

2.5.5 Cancellations and Deferments

When the Company advises a Customer that ordered services are available on the requested due date, and the Customer is unable or unwilling to accept service at that time, the facilities will be held available for the Customer for a thirty (30) business day grace period. If after thirty (30) business days the Customer still has not accepted service, regular monthly billing for the ordered services may begin, or the facilities will be released for other service order activity, and cancellation charges, including Nonrecurring Charges that would have been applied had the service been installed, may be applied. These cancellation and deferment provisions apply to requests for all Company services.

2.6 THIS SECTION IS RESERVED FOR FUTURE USE

2.7 THIS SECTION IS RESERVED FOR FUTURE USE

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SECTION 2 - REGULATIONS (CONT'D.)

2.8 Use of Customer's Service by Others

2.8.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this Tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each Joint User shall be responsible for the payment of the charges billed to it.

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SECTION 2 - REGULATIONS (CONT'D.)

2.9 Cancellation of Service/Termination Liability

Customers may cancel service in writing, unless specified differently within a term agreement. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., that accrue through the end of the Customer's bill cycle, unless otherwise noted in the description of the service affected. If a Customer cancels a Service Order Agreement or terminates services before the completion of the term for any reason whatsoever other than a Service Interruption, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable in accordance with Section 2.5.

2.9.1 Termination Liability

The Customer's termination liability for cancellation of term or contract service shall be equal to:

- A. all unpaid Nonrecurring Charges, less any portion of the underlying cost of the Nonrecurring Charges not yet incurred by the Company in preparing to establish service for the Customer; plus
- B. any charges, including, but not limited to recurring charges, prorated charges, and disconnection, early termination, or cancellation charges, paid or owed to third parties reasonably incurred and paid, or owed to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges for the remainder of the term agreement.
- D. Inclusion of early termination liability by the Company in this Tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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SECTION 2 - REGULATIONS, (CONT'D.)

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.10.1 to any subsidiary, parent company, or affiliate of the Company; or

2.10.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

2.10.3 pursuant to any financing, merger, or reorganization of the Company.

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SECTION 2 - REGULATIONS (CONT'D.)

2.11 Notices and Communications

- 2.11.1** The Customer shall designate on the Service Order Agreement the address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which Company bills for service shall be mailed.
- 2.11.2** The Company shall designate on the Service Order Agreement an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3** Except as otherwise stated in this Tariff or the Agreement for Services, all notices or other communications required to be given pursuant to this Tariff or the Agreement for Services will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 3 - SERVICE AREAS

3.1 Emergency Service Areas

3.1.1 Legal Descriptions and Maps

The Company hereby mirrors the Map and Legal Description of the exchanges by Incumbent Local Exchange Carriers identifying their service territory. Any future modifications to these exchange boundaries or legal descriptions of these boundaries will be automatically mirrored by the Company on a going forward basis.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order Agreements and Change Charges

4.1.1 General

Nonrecurring Charges apply to processing Service Orders Agreements for new service and for changes in service.

Moves, Changes, Additions - Applies to Customer-initiated request to move, change, or make additions to existing service.

Record Order Change Charge - For Customer-initiated request involving changes in Company records.

4.1.2 Rates

Moves, changes, or additions: ICB

Record Order Change Charge: \$50

Note: ICB charge(s) will be determined based upon the specific quantity and requirements of the Customer's requested changes.

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SECTION 5 - EMERGENCY SERVICES

5.1 9-1-1 Emergency Services

9-1-1 Emergency Services are telecommunications services that permit a Public Safety Answering Point (PSAP) to receive emergency calls placed by dialing the number 9-1-1 and/or emergency calls originated by any device capable of originating a voice or text-based call to 9-1-1.

9-1-1 Emergency Services support interconnection to other telecommunications service providers for the purpose of receiving emergency calls originated in the other providers' networks. 9-1-1 Emergency Services include 9-1-1 Routing and Transfer Services that use a call management system to either directly perform the selective routing of an emergency call to the appropriate PSAP or may be used to hand-off the call to a separate 9-1-1 Service Provider (possibly a legacy E9-1-1 Selective Router) for call completion to the appropriate PSAP. 9-1-1 Emergency Services also includes post call activity reporting.

9-1-1 Emergency Services includes a comprehensive data management and delivery service.

9-1-1 ALI Services provide PSAPs more control over ALI data management accurate data and reporting. 9-1-1 ALI Services allow Customers to optimize their 9-1-1 operations. 9-1-1 ALI Services offers features such as "drill-down" metric reporting capabilities for wireline, wireless, and VoIP 9-1-1 calls. The solution includes a web interface for data queries and MSAG management.

9-1-1 Emergency Services are offered subject to the availability of facilities. The Customer is the Governing Authority that is legally authorized to order service and is responsible for the payment of charges and compliance with the terms and conditions of this Tariff.

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SECTION 5 - EMERGENCY SERVICES (CONT'D.)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.1 9-1-1 Routing Service

9-1-1 Routing Service is a public safety grade, specialized managed network for processing 9-1-1 calls that allows the PSAP to accommodate new technologies while simultaneously enabling more control over 9-1-1 call routing operations. The Company's solution utilizes a redundant, secure IP infrastructure. Facilities and nodes are geographically diverse and are equipped with physically redundant data communications and power equipment that allow for continuous operation and reliability. 9-1-1 Routing Service delivers emergency calls from both traditional and non-traditional voice networks. In addition to processing traditional TDM voice traffic, 9-1-1 Routing Service also provides IP based call processing capabilities.

The Company's 9-1-1 Routing facilitates interoperability and allows for specialized management of different call types. The Customer can designate, capture, and report on specific instructions for handling each of the following call types:

Wireline: Supports traditional wireline emergency calls originating from an end office, central office, and/or enterprise PBX over standard based Centralized Automatic Message Accounting (CAMA), both analog and digital interfaces, SS7, and PRI interfaces.

Wireless: Supports delivery of wireless 9-1-1 calls to assigned PSAPs. Carriers having the capability to provide wireless handset ANI, cell site and sector and/or longitudinal and latitudinal (x, y) coordinates in the appropriate format, may connect directly to the 9-1-1 Routing Service.

VoIP: Supports delivery of VoIP emergency calls originating from a VoIP Service Provider. VoIP Service Providers capable of providing calls and data in the appropriate format can connect directly to the 9-1-1 Routing Service.

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SECTION 5 - EMERGENCY SERVICES (CONT'D)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.2 9-1-1 Routing Service Features

A. Automatic Number Identification Delivery (ANI Delivery)

ANI Delivery is the feature by which the telephone number or other related routing (pANI) number associated with an inbound 9-1-1 call is received by the Company's 9-1-1 Emergency Services equipment and passed on to the proper PSAP. The ANI or pANI is also used to determine the proper PSAP to receive the inbound call for service.

B. 9-1-1 Routing Options

Selective Routing

The routing of a 9-1-1 call to the proper PSAP based upon the location of the caller. Selective Routing is typically accomplished by mapping the ANI or pANI to a physical location. Then associating that location to an ESN which represents the PSAP which serves that area. The ESN identifies the PSAP and possible alternative destinations for a call for service.

Trunk Only Routing

Inbound trunks, typically from a given telecommunications carrier, can be designated to route all calls to a given destination, usually a specific PSAP. If Trunk Only Routing is not specified, the system will attempt to perform Selective Routing.

Default Routing

When an incoming 9-1-1 call cannot be selectively routed due to the reception of an ANI number that is either not stored in the selective router data base, unintelligible ANI or when no ANI number is passed, a predetermined call route will be chosen, and the caller will be terminated to the PSAP based upon the incoming trunk facility the call is passed over.

PSAP Disaster Routing

If a situation arises where a PSAP must be closed or evacuated, this feature provides specific routing instructions for delivery of calls to back-up locations.

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SECTION 5 - EMERGENCY SERVICES (CONT'D)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.2 9-1-1 Routing Service Features (Cont'd.)

C. 9-1-1 Transfer Options

E9-1-1 Transfer

E9-1-1 transfer is a feature that enables a PSAP call taker to perform a supervised transfer of a 9-1-1 call to a secondary destination (possibly another PSAP) by dialing a pre-assigned speed dial code or by use of a single button on an approved Customer telephone system that dials the appropriate code. During the transfer, the 9-1-1 PSAP remains on the line with the caller.

Manual Transfer

A PSAP call taker may perform a supervised transfer on an incoming call manually by manually dialing the transfer code then dialing an appropriate seven or 10-digit telephone number.

D. Alternate Routing

The Overflow Call feature enables the Customer to designate an alternate call center to handle calls for service if all of the trunks to the Customer are busy.

E. Network PSAP Toolkit (NPTK)

The NPTK delivers reporting information for all 9-1-1 calls received at a PSAP. The information includes the ANI received from a 9-1-1 call, the identity of the incoming trunk. Whether the call originated from a wire line, wireless, or VoIP device. If wireless, whether the handset was non-initialized or not. The NPTK also maps the location of incoming E9-1-1 calls.

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SECTION 5 - EMERGENCY SERVICES (CONT'D)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.3 9-1-1 ALI Services

- A. MSAG Management**
The Company provides a data management and administration tool that simplifies the viewing and communication of updates, insertions, and deletions to the MSAG database.
- B. MSAG Services**
The Company acts as the facilitator with the addressing authority in the creation and maintenance of the MSAG utilizing recognized National Emergency Number Association (NENA) recommended standards.
- C. Subscriber Record Management**
Subscriber Record Management is the collection of service order records from Telephone Service Providers (TSPs), validation of those records against the MSAG, and storage of the records in the ALI database.
- D. ALI Database Updates**
After processing and validating subscriber record updates, The Company posts ALI records for call routing and for retrieval and display by the PSAP during 9-1-1 calls.
- E. ANI/ALI Discrepancy Resolution**
An ANI/ALI discrepancy occurs when an ALI record delivered to a PSAP does not match the information of the caller. The Company will investigate ANI/ALI discrepancy reports and refer each discrepancy to the respective TSP for resolution.

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SECTION 5 - EMERGENCY SERVICES (CONT'D)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.3 9-1-1 ALI Services (Cont'd.)

F. Misroute Resolution

An E9-1-1 call misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. The Company investigates misrouted call reports and refers each misroute report to the appropriate carrier for resolution.

G. No Record Found (NRF) Resolution

An NRF occurs when the ANI provided does not exist in the ALI database and/or when NRF is displayed at the PSAP. The Company will resolve or refer each NRF to the respective TSP for resolution.

H. Local Number Portability (LNP) Processing

The Company supports LNP, which allows subscribers to switch from one TSP to another without changing their phone numbers.

I. ALI Delivery

ALI Delivery provides location information via the ALI Data Access Connections to a PSAP during a 9-1-1 call.

J. Data Support of Wireless and VoIP E9-1-1

The Company's database management systems support both Phase I and Phase II wireless and VoIP E9-1-1 call processing. This includes the E2 interface used by wireless service providers to communicate 9-1-1 caller location information to the ALI database.

K. ALI status and error reporting

The Company provides access to reports that provide details on data transactions, the number of records processed, and the number of errors.

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SECTION 5 - EMERGENCY SERVICES (CONT'D)

5.1 9-1-1 Emergency Services (Cont'd.)

5.1.4 9-1-1 Exchange Access

9-1-1 Exchange Access provides one-way call delivery trunks from the 9-1-1 Routing Service to the PSAP. The 9-1-1 Exchange Access trunks are conditioned to allow delivery of ANI to the PSAP. They also allow signaling from the PSAP to the 9-1-1 Routing Service to invoke special features of the 9-1-1 Routing Service, such as transfer, speed dialing, etc.

5.1.5 Legacy Gateway Ports

Legacy gateway port charge (conversion from TDM to IP).

5.1.6 Diverse Facility Routing

Upon Customer request, and where facilities are available, the Company will arrange for diverse routing over alternate voice and/or data paths to reduce the potential for service failure as a result of an interruption of transport facilities.

5.1.7 Hosted ANI/ALI Controller Port

Subject to availability, a port that provides access to Company hosted customer premise equipment.

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SECTION 5 - EMERGENCY SERVICES (CONT'D)

5.2 9-1-1 Emergency Services Rules & Regulations

- 5.2.1. The 9-1-1 Emergency Services Customer may be a municipality, other federal, state or local governmental unit, an authorized agent of one or more municipalities or other federal, state or local governmental units to whom authority has been delegated (e.g., PSAP). The Customer must be authorized to subscribe to the service by the Governing Authority and have public safety responsibility to respond to telephone calls from the public for emergency police, fire, or other emergency services within the served territory.
- 5.2.2. 9-1-1 Emergency Services are provided by the Company where facilities and operating conditions permit.
- 5.2.3. 9-1-1 Emergency Services are not intended as a total replacement for the local telephone service of the various public safety agencies that may participate in the use of this service. The Customer must subscribe to additional Local Exchange Services for purposes of placing administrative outgoing calls and receiving other calls.
- 5.2.4. Application for 9-1-1 Emergency Services must be executed in writing by the Customer. If execution is by an agent, satisfactory evidence of the appointment must be provided in writing to the Company. At least one local law enforcement agency must be included among the participating agencies.
- 5.2.5. 9-1-1 Emergency Services are provided solely for the benefit of the Customer as an aid in handling 9-1-1 calls in connection with fire, police and other emergencies. The provision of 9-1-1 Emergency Services by the Company shall not be interpreted, construed, or regarded, either expressly or implied, as being for the benefit of or creating any relationship with or any Company obligation direct or indirect, to any third person or entity other than the Customer.
- 5.2.6. The Company does not undertake to answer and/or forward 9-1-1 or other emergency calls but furnishes the use of its facilities to enable the Customer's personnel to respond to such calls.
- 5.2.7. The rates charged for 9-1-1 Emergency Services do not contemplate the inspection or constant monitoring of facilities that are not within the Company's control, nor does the Company undertake such responsibility. The Customer shall make such operational tests that are required in the judgment of the Customer. The Customer shall promptly notify the Company in the event the system is not functioning properly.

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SECTION 5 - EMERGENCY SERVICES (CONT'D)

5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd)

- 5.2.8.** The Company's liability for any loss or damage arising from errors, interruptions, defects, failures, or malfunctions of this service or any part thereof shall not exceed an amount equivalent to the pro rata charges for the service affected during the period of time that the service was fully or partially inoperative.
- 5.2.9.** The Customer must furnish the Company its agreement to the following terms and conditions.
- A.** That all 9-1-1 or other emergency calls will be answered on a 24-hour day, seven-day per week basis.
 - B.** That the Customer has responsibility for dispatching the appropriate emergency services or will undertake to transfer all emergency calls received to the governmental agency with responsibility for dispatching such services, to the extent that such services are reasonably available.
 - C.** That the Customer will develop an appropriate method for responding to calls for nonparticipating agencies that may be directed to their PSAP by calling parties.
 - D.** That the Customer will subscribe to Local Exchange Service at the PSAP location for administrative purposes, for placing outgoing calls, and for receiving other calls.
- 5.2.10.** When 9-1-1 ALI Services are provided, the Customer is responsible to:
- A.** Provide information regarding the jurisdictional boundaries associated with all involved public safety agencies.
 - B.** Support the creation of a master address file for use in validating subscriber address information and application of appropriate jurisdictional responsibility.
 - C.** Define the unique combinations of public safety agencies (police, fire, medical, etc.) responsible for providing emergency response services in any specific geographic location.

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SECTION 5 - EMERGENCY SERVICES (CONT'D)

5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd)

- 5.2.11.** When 9-1-1 Routing is provided, the Customer is responsible for identifying a primary and secondary PSAP. All overflow calls will be delivered to a PSAP even when all of the Customers trunks are busy.
- 5.2.12.** After establishment of service, it is the Customer's responsibility to continue to verify the accuracy of the routing information contained in the master address file, and to advise the Company of any changes in street names, establishment of new streets, closing and abandonment of streets, changes in police, fire, emergency medical or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other matter that will affect the routing of 9-1-1 calls to the proper PSAP.
- 5.2.13.** The following terms define the Customer's responsibilities with respect to any information provided by the Company to the Customer as part of 9-1-1 ALI Services:
- A.** Such information shall be used by the Customer solely for the purpose of aiding the Customer in more accurately identifying, updating and/or verifying the addresses of subscribers within the Customer's serving areas in connection with the Customer's provision of emergency response services.
 - B.** Customer shall strictly limit access to the information to those authorized employees of the Customer with a need to know and those employees actually engaged in the provision of emergency assistance services.
 - C.** Customer shall use due care in providing for the security and confidentiality of the information.
 - D.** Customer shall make no copies of the information except as may be essential for the verification of emergency assistance services.

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SECTION 5 - EMERGENCY SERVICES (CONT'D)

5.2 9-1-1 Emergency Services Rules & Regulations (Cont'd)

- 5.2.14.** Each Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss, claims, demands, suits, and other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or person: (1) for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others, and which arises out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of anyone of them, or (2) for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of 9-1-1 Emergency Services and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone number used by the party or parties accessing 9-1-1 Emergency Services hereunder, or (3) arising out of any act or omission of the Customer, in the course of using services provided pursuant to this Tariff.

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SECTION 5 - EMERGENCY SERVICES (CONT'D)

5.3 9-1-1 Emergency Services Rates and Charges

	<u>Nonrecurring Charge</u>	<u>Monthly Charge</u>
9-1-1 Routing Service Per Population	ICB	ICB
9-1-1 ALI Services per 1000 Population	ICB	ICB
9-1-1 Exchange Access Trunks	ICB	ICB
Hosted ANI/ALI Controller Per Answering Position	ICB	ICB
Legacy Gateway Ports Per Answering Position	ICB	ICB
Diverse Facility	ICB	ICB

Note:

1. Any additional recurring or non-recurring charges that may be rendered by other carriers in connection with the provisioning or modification of E9-1-1 Emergency Service to the Customer may be passed on to the Customer or other Party responsible for payment of affected service(s)
2. ICB pricing to be determined based upon unique service configuration requirements for each Customer including, but not limited to, term of agreement, volume of subscribers served, and proximity of Customer to Company facilities.
3. Hosted ANI/ALI Controller Service offering is subject to availability of Company-hosted customer premise equipment.

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SECTION 6 - SPECIAL ARRANGEMENTS

6.1 Special Construction

6.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's Tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- A. Nonrecurring Charges;
- B. Recurring Charges;
- C. Termination liabilities;
- D. Third party Charges or fees;
- E. or combinations of all of the above.

6.1.2 Basis for Cost Computation

The costs referred to in 6.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - 1. Equipment and materials provided or used;
 - 2. Engineering, labor, and supervision;
 - 3. Transportation;
 - 4. Third party charges or fees;
 - 4. and rights of way and/or any required easements.
- B. Cost of maintenance.

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SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)

6.1 Special Construction (Cont'd.)

6.1.2 Basis for Cost Computation (Cont'd.)

- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage, if applicable;
- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items;
- E. License preparation, processing, and related fees;
- F. Tariff or Agreement for Services preparation, processing, and related fees;
- G. Any other identifiable costs related to the facilities provided;
- H. Any charges billed to the Company by a third party; or
- H. An amount for return and contingencies.

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SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)

6.1 Special Construction (Cont'd.)

6.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

- A. The period upon which termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include: (a.) equipment and materials provided or used; (b.) engineering, labor, and supervision; (c.) transportation; and (d.) rights of way and/or any required easements;
 - 2. license preparation, processing, and related fees;
 - 3. Tariffs or Agreement for Services preparation, processing, and related fees;
 - 4. cost of removal and restoration, where appropriate; and
 - 5. any other identifiable costs related to the specially constructed or rearranged facilities.

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SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)

6.1 Special Construction (Cont'd.)

6.1.3 Termination Liability

- C.** Termination liability charges are a sum the amounts determined as set forth in Section 6.1.3.B for the unexpired term. Any charges incurred and unpaid at time of cancellation are not considered termination charges and are billable in addition to termination charges.
- D.** Inclusion of early termination liability by the Company in its Tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

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SECTION 6 - SPECIAL ARRANGEMENTS (CONT'D)

6.2 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or non-service affecting maintenance may be performed outside the Company's regular business hours or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

6.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer, or prospective Customer, for service that falls within this Special Arrangements section. Rates quoted in response to such requests may be different for Tariff service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers, as determined by the Company.

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SECTION 7 - EMERGENCY SYSTEM LISTING EXTRACTS

7.1 General

The Company offers Emergency System Listing Extract (ESLE) service to support the ability of Customers to make broadcast notification calls to areas under their respective jurisdictions in the event of Public Emergencies.

7.2 ESLE Regulations

- 7.2.1. ESLE service is offered for the purpose of permitting Customers to make broadcast notifications to particular geographic areas and the associated local telephone numbers in those areas in the event of Public Emergencies. Customers ordering ESLE service must provide the Company with written certification of their authority to make Public Emergency notifications.
- 7.2.2. Customers may not use ESLE data in connection with E9-1-1 Emergency Service.
- 7.2.3. The Company will provide 10-digit telephone numbers and associated addresses to the extent such information is present in the Company's ALI database.
- 7.2.4. ESLE service will include ALI information obtained by the Company from the Local Exchange Carriers providing Local Exchange Service in a PSAP's jurisdiction. ESLE service includes ALI information obtained from entities that operate PBXs and have requested that appropriate information be maintained in the Company's ALI databases.
- 7.2.5. The ESLE data may not be reproduced in any manner without the express written consent of the Company. Upon request the Customer will return all ESLE information to the Company or certify that the information has been destroyed.
- 7.2.6. The Company will provide ESLE only for the jurisdictional area where a PSAP is authorized to provide emergency services.

Issued:

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SECTION 7 - EMERGENCY SYSTEM LISTING EXTRACT (CONT'D.)

7.3. ESLE Features

7.3.1. Data Elements

The following data elements, where they exist in the ALI database, will be provided on each data record supplied to the Customer for ESLE service:

Telephone Number
Service Address
Class of Service

7.3 ESLE Features (Cont'd.)

7.3.2. Full Extract

The initial or subsequent extraction of all records in the ALI database that are in the requesting Customer's service area. Full Extracts are available only on a monthly basis.

7.3.3 Incremental Update

An extract containing only additions, deletions, and modifications of records in the ALI database since the last Full Extract or Incremental Update that was provided to the Customer. Incremental Updates are available on a weekly or monthly basis.

7.4. ESLE Rates and Charges

	<u>Nonrecurring Charge</u>	<u>Recurring Charge</u>
Full Extract of ESLE data	ICB	ICB
Subsequent Full Extract of ESLE data:	ICB	ICB
Incremental Monthly Updates	ICB	ICB
Incremental Weekly Updates	ICB	ICB

Note:

1. Customer may order: (a) an initial Full Extract; (b) an initial Full Extract with subsequent monthly Full Extracts; or (c) an initial Full Extract with Incremental Updates on a monthly or weekly basis.

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Exhibit E

List of States in which Applicant is currently certified

1. Alabama
2. California
3. Florida
4. Georgia
5. Illinois
6. Indiana
7. Iowa
8. Kentucky
9. Louisiana
10. Michigan
11. Mississippi
12. Missouri
13. Nebraska
14. New Hampshire
15. North Dakota
16. Ohio
17. Rhode Island
18. South Dakota
19. Tennessee
20. Texas
21. Vermont
22. West Virginia
23. Wisconsin